

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

CommScope, Inc., CommScope Inc. of	)	Civil Action No. 19-cv-15962-JXN-
North Carolina, and CommScope	)	LDW
Technologies, LLC,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	<b>CONSENT ORDER TO</b>
	)	<b>SUBSTITUTE AMPHENOL</b>
Rosenberger Technology (Kunshan)	)	<b>CORPORATION AND</b>
Co. Ltd., Rosenberger Asia Pacific	)	<b>OWN LLC AS PLAINTIFFS</b>
Electronic Co., Ltd., Rosenberger	)	<b>PURSUANT TO</b>
Technology LLC, Rosenberger USA	)	<b>FED. R. CIV. P. 25(C)</b>
Corp., Rosenberger North America	)	
Pennsauken, Inc., Rosenberger Site	)	
Solutions, LLC, Rosenberger	)	
Hochfrequenztechnik GmbH & Co.	)	
KG, Northwest Instrument, Inc.,	)	
CellMax Technologies AB,	)	
	)	
Defendants.	)	
	)	

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WHEREAS, the operative second amended complaint (ECF 441) asserts claims for trade-secret misappropriation (under state and federal law), misappropriation of confidential information, tortious interference with contract, unfair competition, civil conspiracy, and fraudulent concealment, on behalf of Plaintiffs CommScope, Inc., CommScope, Inc. of North Carolina, and CommScope Technologies, LLC (CommScope);

WHEREAS, the allegedly misappropriated information concerns CommScope's base station antenna (BSA) technology (ECF 441 ¶ 1);

WHEREAS, the complaint alleges that the three named CommScope entities are “owners of and/or have lawful possession of the confidential and trade secret [BSA] information that Defendants have misappropriated” (ECF 441 ¶ 12);

WHEREAS, as the Parties previously informed the Court, on July 18, 2024, CommScope announced that it would sell its Outdoor Wireless Network (OWN) business—which encompasses the BSA business—to a third party, Amphenol Corporation (“Amphenol”), with closing “expected to” occur “within the first half of 2025” (ECF 606) (the “Amphenol Transaction”);

WHEREAS, CommScope has represented that the claims and alleged trade secrets at issue in this litigation are among the “Purchased Assets” subject to the Amphenol Transaction;

WHEREAS, the Amphenol Transaction closed on January 31, 2025;

WHEREAS, as a result of that closing, CommScope has represented that Amphenol and its wholly owned subsidiary Outdoor Wireless Networks LLC (“OWN LLC”) now own and/or lawfully possess the claims and alleged trade secrets at issue in this litigation and CommScope no longer possesses any interest of any kind in this litigation;<sup>1</sup>

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<sup>1</sup> Defendants dispute that evidence of ownership of the alleged trade secrets has been produced by Amphenol, OWN LLC, or the CommScope Plaintiffs, and do not agree that it is evident from the documents produced which of the CommScope-related entities maintained ownership of the trade secrets prior to the Amphenol Transaction or which Amphenol-related entities, if any, acquired ownership.

ACCORDINGLY, Amphenol has requested Defendants' consent to the substitution of Amphenol Corporation and OWN LLC for Plaintiffs in this action pursuant to Federal Rules of Civil Procedure 25(c) and, based on the parties' discussions and representations made by CommScope, and it is therefore agreed that:

1. Both Parties reserve and shall maintain all claims and defenses, including those claims and defenses that existed prior to the substitution. For clarity with respect to ownership and standing, Amphenol's substitution will not operate to expand the substantive rights that the CommScope Plaintiffs had prior to the substitution.
2. After substitution is granted, Amphenol and OWN LLC agree to <sup>on a schedule to be determined by the Court</sup> engage in discovery. ~~The parties agree to meet and confer regarding the scope and method of discovery. If the parties are unable to agree, then they will promptly raise any dispute with the Court for resolution.~~
3. CommScope agrees to be subject to the Court's jurisdiction for purposes of completing discovery in this action, including as to any further motion practice and Court orders related to discovery.
4. Defendants agree that Amphenol and OWN LLC may access any documents or information designated by any Defendant as Confidential consistent with the terms of the Discovery Confidentiality Order (Dkt. 22) upon their substitution.
5. In reliance on the foregoing, Defendants consent to the substitution of Amphenol Corporation and Outdoor Wireless Networks LLC as named plaintiffs in this litigation.
6. In reliance on the foregoing, Defendants consent to the simultaneous removal of CommScope, Inc., CommScope, Inc. of North Carolina, CommScope Technologies, LLC from the case caption and replacement by Amphenol Corporation and Outdoor Wireless Networks LLC.

7. In reliance on the foregoing, and to the extent it may be relevant, Defendants consent to counsel for the former CommScope Plaintiffs remaining as counsel for Plaintiffs Amphenol Corporation and OWN LLC.

So Ordered.

Dated:

May 28, 2025

*Leda Dunn Wettre*

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Hon. Leda Dunn Wettre, U.S.M.J.

Respectfully submitted,

Dated: May 22, 2025

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